

**NOTIFICATION OF AWARD
FOR
EXCAVATION SERVICES, HEAVY EQUIPMENT, FULLY OPERATED**

FOR THE

**NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT)
IN CONJUNCTION WITH THE
NEW JERSEY DEPARTMENT OF AGRICULTURE**

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1.0 Information for Bidders

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for Excavation Services, Heavy Equipment, Fully Operated for the New Jersey Department of Transportation (NJDOT) in conjunction with the New Jersey Department of Agriculture, to insure the rapid and effective burial of destroyed animals as quickly as possible. An emergency response may be activated at the direction of the Governor, or by New Jersey's Secretary of Agriculture, or the State Director of Emergency Management.

This is part of a State emergency response plan to detect, control and eradicate the animal virus, foot and mouth disease (FMD) and return the State of New Jersey to disease free and free-trade status as quickly as possible.

The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

1.2 Background

The State of New Jersey has created a multi-agency task force to provide emergency response to this animal disease.

This specification has been written by, and prepared for the use of the New Jersey Department of Transportation (NJDOT). The lead agency is the New Jersey Department of Agriculture (NJDA).

Foot and Mouth Disease (FMD) is a severe, highly communicable viral disease of cattle, bison, swine, goats, sheep, deer, llama, alpaca and other cloven-footed animals. FMD is not considered a health risk to humans and does not infect horses or small animals, but humans, animals and equipment act as transporters of the virus from one location to another.

FMD is present in most continents worldwide with the exception of North America, Australia and the Antarctic. The recent outbreak in the European union has caused increased concern and awareness of the disease and it's potential re-emergence in the United States. FMD was eradicated from the US in 1929. On going measures by the USDA to prevent FMD in the US have been bolstered as a result of recent events.

The disease is characterized by fever and blister-like lesions followed by erosions on the tongue and lips, in the mouth, on the teats, and between the hooves. Many animals recover, but the resulting debilitation permanently limits the animal's milk and/or meat productivity resulting in significant economic loss to the entire community/state/country affected.

The widespread and rapid dissemination of the virus once introduced in an area makes it the most dreaded infectious livestock disease. FMD viruses can be spread by direct or indirect contact with infected or exposed animals, people, or materials that bring the virus into physical contact with susceptible animals. It can also be disseminated by the wind given optimal environmental conditions.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Doreica Holt
Fax Number: 609 292-5170

Written questions should also be faxed to the Using Agency to the attention of the following:

Attention: Alfred T Woodrow
Fax Number: 609 530-6586

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit

Not applicable to this procurement.

1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided on the conference/site inspection page of this Request For Proposal (RFP).

CAUTION Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre- Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

1.3.4 Document Review Room

Not applicable to this procurement.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Scope of Work

The State's site supervisor directing the contractor's activity may be an employee of the NJDOT, an employee of the NJDA, or another agent of the State.

The State requires six (6) teams of personnel and equipment consisting of two (2) teams each in each of three regions; Northern, Central and Southern. A contractor may bid on more than one region but in order to be awarded the contract, you must document the ownership or availability of sufficient equipment to simultaneously supply all equipment to all teams awarded.

Northern Region

Consists of the counties of Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren.

Central Region

Consists of the counties of Mercer, Middlesex, Monmouth, Ocean, Hunterdon and Somerset.

Southern Region

Consists of the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem.

The contractor is to prepare burial or incineration trenches or mounds for the mass disposal of animal carcasses. In addition the contractor will use their equipment to:

- move carcasses into the burial trench or mound;
- excavate decontamination trenches;
- build decontamination pads of 2 1/2 inch stone;
- haul manure to the burial trench;
- supply non-potable water for the decontamination process;
- backfill all trenches to close the disposal site;
- pump run off water from the decontamination pad and haul it to a State designated disposal site.

Burial is normally performed on the farm with the infected animals. The designated work site within the 21 counties of New Jersey will be determined at the time the infection is detected. Upon notification, the contractor is required to assemble the team of equipment, materials, supplies and personnel at the designated site within two (2) hours.

The contractor is required to supply the following:

Each team shall consist of the following:

Equipment:

- one (1) hydraulic excavator with 1.5 cu yd digging bucket, or, one (1) 15 cu yd scraper
- one (1) crawler tractor (dozer) size d10 or larger
- two (2) rubber tired front end loaders with 3 cu yd bucket
- two (2) 6,000-gallon water tanker trucks
- two (2) 20-ton dump trucks
- two (2) portable light towers with generators

Bidder must provide under 7.0 of this RFP, the year, make, model, serial number, and license plate number of equipment you intend to supply. Also Indentify wheather an excavator or a scraper will be supplied.

1 Equipment size indicated is a minimum requirement, larger sizes may be substituted:

2 Both 6,000-gallon water tanker trucks must have the ability to draft from a stream or pond and the ability to pump water out under pressure. This water will be used for decontamination functions, however, no decontamination chemicals will be placed in the tanker truck. Tanker trucks must arrive fully loaded with water.

3 Both 20-ton dump trucks must arrive fully loaded with 2 1/2-inch stone supplied by the contractor. Additional stone beyond the first 40 tons will be paid for on a per ton basis.

- 4 All equipment is to be fully operated by contractor personnel.
- 5 All mobilization and demobilization are to be included in the hourly rate bid per team hour to be paid on this contract.
- 6 All equipment is to be delivered to the site fully fueled.
- 7 This is a 24-hour operation. All equipment is to be equipped with task lighting and have the ability to operate safely at night.
- 8 The contractor is to provide chains and/or slings, as he deems appropriate, to facilitate the movement of animal carcasses.
- 9 All equipment that enters the site is subject to decontamination prior to exiting the site. If equipment enters and exits the site multiple times it will be subject to decontamination each time it exits the site.

Personnel

The contractor is responsible for providing sufficient personnel (labor / driver / operator / mechanic / etc) to operate the equipment 24 hours per day, 7 days per week if needed.

The contractor is responsible to provide an on-site supervisor who is not acting as a laborer / driver / operator / mechanic required to operate the equipment. In order to maintain contact with the State representative the on-site supervisor must be equipped with a cellular telephone. The telephone number must be provided to the State representative. The telephone must remain activated continuously during the period of the activation. The costs of the cellular telephone availability is to be included in the all inclusive hourly rate bid.

The contractor is must supply with the proposal a contact and an alternate with names, addresses, and contact numbers who are authorized to initiate a mobilization and are available 24 hours per day, 7 days per week, 365 days per year in the event of a callout. (See section 7.0)

The contractor's supervisor is to act as liason to, and accept instruction from, the State's site-supervisor. The contractor's supervisor is to provide his own vehicle for transportation to the site and on the site.

Contractors must provide personnel who are able to understand instructions given in english.

Rotations of crews will be at the discretion of the contractor in providing continuous operation that will insure the safety of the contractor's personnel and other on-site personnel.

Contractor personnel may not own any animals subject to fmd or considered a carrier of the disease. This includes, but is not limited to, cattle, bison, swine, goats, sheep, deer, llama, alpaca or horses. (this provision is required to control and eradicate fmd.) All personnel should avoid contact with such animals for a period of thirty-six (36) hours after leaving an FMD infected site.

All personnel entering or on the site are required to wear, and prominently display, credentials provided by the State prior to entry on site.

All personnel entering or on the site are required to wear protective, disposable, outer garments provided by the State on-site over their regular work clothes. This includes Dupont Tyvek-Pro.Tech coveralls, or similar type of protective garment, and may include footwear and headwear. All personnel should wear their own heavy rubber/latex unlined boots which can be disinfected and re-used.

All personnel that enter the site are subject to decontamination prior to exiting the site. If personnel enter and exit the site multiple times they will be subject to decontamination each time they exit the site.

Materials and Supplies

The contractor is required to supply all materials and supplies required to operate the contractor's equipment at no additional cost to the State.

The contractor is required to supply 40 tons of 2 1/2-inch stone upon arrival at the job site as described in the "equipment" section, above. This stone will be used to construct a decontamination pad. The stone will be covered over and left on site at the end of the job. The cost of the stone is to be included in the all-inclusive hourly rate bid for the job. Additional stone supplied by the contractor beyond the initial 40 tons will be paid for by the State on a per ton basis.

All equipment is to be delivered to the site fully fueled. The contractor is responsible for all transportation, fuel, oil, repairs, maintenance, insurance and all else necessary therefore and incidental to the operation of the team including equipment and personnel.

All material that enters the site is subject to decontamination prior to exiting the site. If material enters and exits the site multiple times it will be subject to decontamination each time it exits the site.

Miscellaneous

It is required that a principle of each firm awarded the contract, along with the contractor's site-supervisors attend a mandatory training session conducted by the State to inform them of the potential human factor involved in spreading the fmd virus.

The State intends to supply this training to union business agents as well as the contractor's supervisors. Identify all unions representing contractor personnel for this project. Provide a telephone number and business agent or other contact name at each union involved.

Vehicle decontamination will consist of a general vehicle wash with water and a disinfectant. The preferred disinfectant is "Virkon-S". Alternately a diluted bleach solution may be used for disinfection. The preferred cold water soap is "Simple Green" for general cleaning. Water will be applied with a hose or pressure washer. Scrubbing will be accomplished with brush or cloth. The vehicle will be cleaned of all soil, refuse and grime. The disinfection process will include cleaning all surfaces including the underbody. The vehicle interior will also be cleaned with the disinfectant solution for any soil, refuse and grime accumulated on the FMD site. The vehicle wash may occur in as many as four stations or steps.

The State shall supply the following:

- Site-supervision and instruction.
- The State is responsible to destroy the infected or disease-exposed animals prior to the contractor moving them into the burial area.
- The State may at its discretion supply fuel on-site at the State's expense, if required. This is solely intended to address that equipment on-site can continue operating without the need to be decontaminated, exit and subsequently re-enter the site for no other purpose than re-fueling.
- Decontamination services for all equipment, materials and personnel. (The contractor's team is responsible to excavate, build and backfill the vehicle decontamination pad as well as supply the tanker trucks necessary to supply water from a site designated by the State to the decontamination process.)
- Decontamination chemicals.
- Protective disposable outerware. (Contractors personnel are expected to wear heavy rubber/latex unlined washable boots which can be re-used after decontamination.)
- Food (as required).
- Portable sanitation facilities (as required).

Method of Payment

Standard Pay:

The contractor is to bid an all inclusive hourly rate per term hour for "Standard Pay." Prices are to be separately bid for "Year 1" and for "Year 2."

Overtime Pay:

The shall pay a rate of 1.5 (one and one half) times the "Standard Pay" rate for all work in excess of eight (8) hours in every twenty four (24) hours worked.

Holiday Pay:

The shall pay a rate of 2.5 (two and one half) times the "Standard Pay" for all work performed on a national holiday. For payment purposes the holiday is assumed to start at 12:01 AM and end at 12:00 PM.

Minimum Pay and Readiness

The State guarantees the contractor a minimum of eight (8) hours pay for each team called out. To be eligible for the eight (8) hour minimum pay the contractor must report to the designated site prepared to commence excavation within two (2) hours after receiving the call-out.

The established hourly rate for "standard pay," "overtime pay," or "holiday pay" per team hour to be paid on this contract shall be payment in full for all mobilization, demobilization, supervision, labor, mechanics, drivers, operators, transportation, fuel, oil, repairs, maintenance, insurance and all else necessary therefore and incidental to the operation of the team.

For payment purposes billable time is considered to start when the fully assembled team arrives on the designated work site; including all equipment, supervision, personnel and materials, and ends when the last piece of equipment or the contractor's last employee exits decontamination and is released by the state's site supervisor to leave the site.

4.0 Proposal Preparation and Submission

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.4 Set Aside Contracts

Not applicable to this procurement.

4.4.1.5 Bid Bond

Not applicable to this procurement.

4.4.1.6 Business Registration

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. **Note: Foreign (Out of State) Corporation refer to section 5.3.**

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

4.4.2.1 Management Overview

Not applicable to this procurement.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The bidder should describe how it will organize the team and assemble on-site within two (2) hours of a telephone call from the State.

4.4.2.3 Contract Schedule

Not applicable to this procurement.

4.4.2.4 Mobilization and Implementation Plan

Not applicable to this procurement.

4.4.2.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 Section 3 - Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

Not applicable to this procurement.

4.4.3.3 Resumes

Not applicable to this procurement.

4.4.3.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 Financial Capability of the Bidder

Not applicable to this procurement.

4.4.3.8 Subcontractor(s)

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s') (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.3.8.3 Not applicable to this procurement.

4.4.3.8.4 Not applicable to this procurement.

4.4.4 Section 4 - Cost Proposal

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm for a minimum of ninety (90) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

5.0 Contractual Terms AND Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

Not applicable to this procurement.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of two(2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional three (3) one (1) year periods, by mutual written consent of the contractor and the Director.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

The State will be responsible to obtain all site specific licenses and permits for all work associated with the burial or incineration of the animal carcasses and the decontamination of equipment, personnel and supplies.

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award decision, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award decision, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award decision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery and Liquidated Damages

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of \$200.00 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

5.18 Retainage

Not applicable to this procurement.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT)

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction- processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.24 Year 2000 Compliance

Not applicable to this procurement.

5.25 Contract Activity Report

Not applicable to this procurement.

6.0 Proposal Evaluation/contract AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 Bidder Data Sheets Bidder(s)' Capabilities, Organizational Support and Experience/Technical Proposal

Bidder must provide the following information (Bidder may make additional copies if needed)

Year:_____ Make:_____ Model:_____

Serial Number:_____ License Plate Number:_____

Identify below whether an excavator or a scraper will be supplied:

- ☐ Excavator
- ☐ Scraper

Year:_____ Make:_____ Model:_____

Serial Number:_____ License Plate Number:_____

Identify below whether an excavator or a scraper will be supplied:

- ☐ Excavator
- ☐ Scraper

Year:_____ Make:_____ Model:_____

Serial Number:_____ License Plate Number:_____

Identify below whether an excavator or a scraper will be supplied:

- ☐ Excavator
- ☐ Scraper

Year:_____ Make:_____ Model:_____

Serial Number:_____ License Plate Number:_____

Identify below whether an excavator or a scraper will be supplied:

- ☐ Excavator
- ☐ Scraper

Year:_____ Make:_____ Model:_____

Serial Number:_____ License Plate Number:_____

Identify below whether an excavator or a scraper will be supplied:

- ☐ Excavator
- ☐ Scraper

Authorized person to initiate a mobilization and are available 24 hours per day, 7 days per week, 365 day per year:

Contact Name:_____

Address:_____

Telephone Number:_____ Fax Number:_____

Alternate Contact Name:_____

Address:_____

Telephone Number:_____ Fax Number:_____

8.0 Additional Price Sheet(s) and Supporting Detail

Not applicable to this procurement.

9.0 Exhibits/Attachments

Directions to the Purchase Bureau